

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT
MOTOR VEHICLE SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the provisions of Section 66-2-14, NMSA 1978 by and between the State of New Mexico, Taxation and Revenue Department (TRD), Motor Vehicle Division (MVD) and (Provider).

1. PURPOSE: To effect economy in carrying out the functions of MVD and to provide necessary services to the people of the State of New Mexico. Section 66-2-14, NMSA 1978 authorizes the TRD secretary to appoint agents to act on behalf of MVD to perform certain functions of MVD. Under this authority, MVD hereby appoints Provider to perform certain services on behalf of MVD, and Provider accepts this appointment, subject to the provisions of this Agreement.

2. DEFINITIONS: The following terms, phrases and acronyms, as used in this Agreement, are defined as follows:

2.1 Authorized MVD Representative: an employee of MVD, TFID, OIO, TRD, or another agency of the State of New Mexico who has been authorized, either by their job classification or in writing by the MVD Director or delegate, to inspect, audit, observe, or otherwise review the operations and records of Provider.

2.2 CIO & CSO: the Chief Information Officer and Chief Security Officer for the New Mexico Taxation and Revenue Department.

2.3 Confidential Information: personal information about an individual obtained by MVD or Provider in connection with a person's motor vehicle information pursuant to the Motor Vehicle Code, that may not be released pursuant to Section 66-2-7.1, NMSA 1978 or the DPPA.

2.4 Data: any type of motor vehicle information required by federal or New Mexico statute to be obtained by MVD and maintained in the MVD database.

2.5 Department: the New Mexico Taxation and Revenue Department.

2.6 DPPA: the Driver's Privacy Protection Act of 1994 (18 U.S.C. §§ 2721-2725).

2.7 Fee: the amount charged as established by law for various MVD transactions.

2.8 HIN Inspection: the physical verification of the Hull Identification Number affixed to a vessel.

2.9 Mandatory: the terms "must," "shall," "will," "is required," or "are required," identify a required or compulsory item or factor within this agreement.

2.10 Motor Vehicle Information: any information obtained and maintained by the Motor Vehicle Division pertaining to identification cards, driver licenses, permits, disabled placards, and motor vehicle or vessel title and registrations.

2.11 MVD: the Motor Vehicle Division of the New Mexico Taxation and Revenue Department.

2.12 “MVD Representative”: An employee identified by MVD, TFID, TRD, who is authorized by the MVD Director to supervise, delegate, inspect, audit, observe, or otherwise review the operations and records of Provider.

2.13 Office of Internal Oversight (OIO): the TRD unit charged with auditing MVD partner compliance with the terms of all contracts and agreements.

2.14 “Product(s)” (or Controlled Consumables): Tangible items such as license plates, title documents, registration stickers, driver licenses, or permits that are delivered to a customer as a result of completing a transaction with the Provider.

2.15 “Records”: an account, correspondence, memorandum, tape, disc, paper, book or transcribed information, or electronic data information, including the electronic hardware or software necessary to access the electronic data information in its document form, regarding the operation of a motor carrier or created in conjunction with the transaction of MVD business.

2.16 Services: the act or process of completing a customer's vehicle, vessel, or driver transactions.

2.17 Tapestry: the system MVD uses to provide driver and vehicle services.

2.18 Tax Fraud Investigation Division (TFID): the Tax Fraud Investigation Division of TRD charged with investigative powers and duties.

2.19 Transaction: the task or tasks completed at one time during a customer's single visit to Provider.

2.20 TRD: the New Mexico Taxation and Revenue Department.

2.21 User: the Provider or any person employed by Provider who has access to MVD data, who performs tasks to deliver MVD products or services, or who has access to MVD forms, documents, equipment, or inventory.

2.22 VIN Inspection: the physical verification, performed by a certified VIN inspector, of the Vehicle Identification Number (VIN) affixed to a motor vehicle.

3. THE PARTIES MUTUALLY AGREE THAT THE PROVIDER SHALL: Adhere to this Agreement with MVD and comply with all terms and conditions of the Agreement. The Provider

is acting on the behalf of MVD and shall uphold the standards and quality of MVD's policies, procedures, and excellence in customer service. The Provider is to review and sign the MVD Mission, Vision and Core Values Acknowledgement.

3.1 MVD authorizes Provider to provide the following services, actions, or transactions delegated to the Provider under the provisions of Chapter 66, NMSA 1978, as amended or renumbered:

3.1.1 Vehicle Services: Register and title vehicles and/or vessels.

3.1.2 Driver Services: Accept applications for, administer required written and/or skills tests, and issue driver licenses, permits, disabled placards and identification cards.

3.1.3 Provider and its employees are not authorized to complete the documentation required to complete a transaction on behalf of the customer. Instead, the customer must present all required documentation necessary to complete the requested transaction. Provider and its employees are not authorized to pull confidential data that they have access to for the purposes of sending required letters on behalf of the customer.

4. FINANCIAL RESPONSIBILITIES

4.1 Provider shall collect all fees, taxes and other charges provided by law under Chapter 7, Articles 14 and 14A, and Chapter 66, NMSA 1978, as amended or renumbered, and remit those fees, taxes and charges to MVD, using an attestation of accuracy, no later than the close of the next business day following the transaction or revenue collection, in the manner established by MVD. If the Provider has insufficient funds for all fees, taxes and other charges required to be submitted, there shall be a penalty of five percent (5%) of the amount due for each day the funds are late.

4.2 If Provider undercharges the customer, Provider is responsible for timely remitting the correct amount to MVD. If Provider overcharges the customer, Provider must remit to MVD the amount collected from the customer and the customer will need to file a claim for refund with MVD in order to be reimbursed the amount overcharged by Provider.

4.3 Provider may accept cash, personal checks, business checks, PCI compliant Contactless pay using the approved third-party credit card by American Express®, Discover®/Novus®, Mastercard®, Visa designed for contactless pay. Mobile Payments such as Apple Pay®, Google Pay™, Samsung Pay, or any contactless digital wallet, debit, or credit card payments from its customers. Provider shall be liable for any returned payment for insufficient funds or any other dishonor.

5. PROVIDER QUALIFICATIONS

5.1 No person shall be eligible to be a Provider, an employee of a Provider, or be able to continue in that capacity if the person has been convicted of any felony charge, or has been convicted of any crime involving administration of the Motor Vehicle Code, dishonesty or making a false statement within the previous ten years or has committed any act violating

the Motor Vehicle Code or violation of the Partner agreement within the previous ten years.

5.2 BACKGROUND INVESTIGATIONS

5.2.1 Provider is fully responsible for the acts or omissions of Provider and its employees in the performance of the services Provider provides under this Agreement. Provider agrees to reasonably assist TRD or any Authorized TRD Representative in conducting a background investigation on Provider, all Users and employees of Provider who work on TRD matters. Provider shall pay the cost of the background investigations. These investigations shall include, at a minimum:

5.2.1.1 Fingerprints as required for a national criminal history records search and state background investigations;

5.2.1.2 Criminal History Questionnaire;

5.2.2 Provider is required to be and remain in compliance with all New Mexico and Federal Tax reporting and compliance requirements and is subject to verification throughout the term of this agreement.

6. RESPONSIBILITIES AND REQUIREMENTS OF PROVIDER

6.1 GENERAL

6.1.1 Provider must meet the following minimum qualifications, along with the requirements verified in the mandatory requirements in the supplemental requirements section.

6.1.2 Provider shall comply with all applicable federal, state and local laws, rules and regulations, and executive orders of the Governor of the State of New Mexico and public health orders issued by the Secretary of the New Mexico Department of Health, in the operation of the business, including, but not limited to, the federal Americans with Disabilities Act of 1990, the New Mexico Human Rights Act, Sections 28-1-1, et seq., NMSA 1978, the federal Occupational Safety and Health Act of 1970, the New Mexico Occupational Safety and Health Act, Sections 50-9-1, et seq., NMSA 1978, the federal Civil Rights Act of 1964, DHS Real ID Act, Social Security Administration (SSA), HIPPA and industry mandates such as Payment Card Industry (PCI), etc. MVD shall provide notification of any executive orders or changes to law it becomes aware of, to Provider within ten (10) days of receipt of such information.

6.1.3 Provider and employees of Provider who work on MVD matters are not employees of the State of New Mexico. Neither Provider nor its employees shall represent that Provider or Provider's employees are employed by or are a subdivision of MVD or the State of New Mexico.

6.1.4 MVD will give Provider access to Tapestry to use for the MVD services

Provider is authorized to transact.

6.1.5 Provider is responsible for obtaining all MVD approved equipment and communication specifications, as listed on the “Mandatory Computer/Network Requirements” and “Mandatory Computer/Network Security Requirements.” Provider agrees to use only MVD approved software for performing vehicle or driver transactions. Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data. Provider is responsible for all costs of providing and maintaining Provider’s equipment, and connections, regardless of whether the cost is a one-time or recurring cost. All equipment and communications must meet the standards established by MVD.

6.1.6 Provider is required to obtain helpdesk support and must provide its contract for helpdesk support to MVD upon signing this Agreement. If Provider changes its helpdesk support, Provider must notify MVD within twenty-four hours and submit the new contract for helpdesk support to MVD.

6.1.7 Provider shall not sell or transfer data obtained from MVD or on MVD's behalf to any third party unless authorized in writing by MVD.

6.1.8 Provider shall not develop any hardware, software, or programs that would allow the Provider to be a portal for other entities or person to indirectly access Tapestry.

6.1.9 MVD may establish quality performance standards to which Provider must adhere. MVD will keep Provider advised of these standards and of any change made in the standards from time to time.

6.1.10 Provider shall report any known violation of the terms of this Agreement, including violation of applicable laws, rules, or regulations, and potentially illegal incidents, acts or omissions of its employees or customers which relate to the services provided herein to a Deputy Director of MVD within eight (8) hours of becoming aware of the incident. This provision includes, but is not limited to, reporting of any attempt to bribe an employee, potential customer fraud, any breach of confidentiality of MVD data resources, any misuse of MVD inventory, any breach of testing integrity, any criminal misconduct, including violation of motor vehicle laws, of or by its personnel. Any breaches of computer data, applications of ransomware, worms, viruses or other types of computer hacking into the Provider’s system and, thereby, into the MVD Tapestry system shall be immediately reported to MVD upon discovery by the Provider. In the event, MVD discovers a breach of its system through the Partner’s computer access to Tapestry, MVD shall immediately suspend Partner’s access to Tapestry until such time as the breach is remediated and Tapestry is restored to secured status.

6.1.11 Provider shall not disparage MVD or MVD's provision of services to Provider or the general public, in any way, including but not limited to any advertisements, whether in print, video, radio, television or social media posts or messaging.

6.2 PROVIDER PERSONNEL

6.2.1 Provider shall not hire or engage the services of any current employee of the Department unless Provider has first notified the Director or a Deputy Director of MVD.

6.2.2 Provider shall not knowingly employ any individual to provide MVD services if the individual has a conviction within the last ten years for fraud, theft, bribery, making false statements, or any crime involving dishonesty.

6.2.3 Provider shall not, without written permission from MVD, employ any individual to provide MVD services if the individual has been subject to disciplinary action within the last ten years, to the extent records are available, for alleged fraud, theft, bribery, making false statements or any crime involving dishonesty during the course of employment.

6.2.4 Provider shall immediately suspend any employee from access to MVD products and service delivery upon notification from MVD or TRD that a criminal or administrative investigation has been initiated with regard to that individual.

6.2.5 Provider shall notify an MVD Deputy Director of the separation of any employee from its employment within twenty-four (24) hours from the date of separation.

6.2.6 Provider shall notify an MVD Deputy Director in writing within two (2) business days of an arrest, on any charge, of any of Provider's Users.

6.2.7 Provider shall maintain accurate records of all Provider personnel working on MVD matters. The roster shall contain the name, address, date of birth, date of hire, social security number, and work schedule of such personnel. The records shall also contain the date that Provider performed the background investigation of Section 5.2.1.1, above, pertaining to each member of Provider's personnel who works on MVD matters or has access to Motor Vehicle Information. Such records shall be made available for MVD's review within a reasonable timeframe following any written request from MVD.

6.3 TRAINING

6.3.1 Training plans developed by Provider pertaining to MVD matters may be reviewed and approved by MVD to ensure correctness of material and to ensure

standardization of training information.

6.3.2 Provider shall maintain training records for all employees working on MVD matters. Records shall include all basic, advanced, or remedial instruction provided to the employee by MVD or by Provider. Training records shall be maintained on site and made available to Authorized MVD Representatives upon request.

6.3.3 All employees of Provider who work on MVD matters shall attend training sessions as required by MVD. Refresher training is required of Provider personnel every two years or as determined by MVD. All wages, costs and other expenses for Provider and its employees, including travel, lodging and meal costs for any training shall be borne by Provider.

6.3.4 Each initial user and all new Provider users will be required to attend an MVD-approved vendor training session for Driver Services, Vehicle Services, or both services as applicable, before providing services under this contract.

6.3.5 All employees of Provider must complete an annual Security Awareness Training session provided on-line by TRD/MVD.

6.3.6 All Providers approved to offer Driver Services are required to complete Fraudulent Document Recognition training provided on-line by TRD/MVD.

6.3.7 Provider agrees to comply with MVD requests that any named Provider employee complete required future and ongoing MVD training within a timeframe set by MVD in the event particularized training is required for said employee, as determined by MVD in consultation with Provider.

6.3.8 All employees of Provider who work on MVD matters must be sufficiently trained on MVD policies, procedures, processes and software, including training on system access and transaction completion, before being allowed to process driver or vehicle transactions.

6.3.9 Provider shall comply with, and train employees on the confidentiality provisions contained in Section 66-2-7.1, NMSA 1978 and in the DPPA and submit proof of such training to MVD on a yearly basis for each employee.

6.3.10 Provider shall establish and adhere to a timely distribution and training procedure for written materials and instructions forwarded to Provider by MVD.

6.4 AUDITS, INSPECTIONS AND INVESTIGATIONS

6.4.1 All Provider service locations are subject to periodic audits and inspections without prior notice by TRD/ MVD, including but not limited to TFID and Authorized MVD and TFID Representatives, at any time and from time to time, in the sole discretion of MVD, to evaluate Provider's operations to ensure compliance with this Agreement, as well as with state and federal laws, rules, and regulations. Authorized TRD, MVD, OIO and TFID Representatives are entitled to make copies

of all Provider records at Provider's expense. Records including bank records for accounts used for MVD-related business, shall indicate the date, time and nature of the services rendered and shall include, but not be limited to, MVD required transaction reports, payments to MVD, balance and close out documents and daily financial records, such as bank deposit information with daily revenue summaries for the office total. Provider shall scan all required documentation pertaining to transaction within 24 business hours of transaction being processed. Provider will keep the original records securely at its service locations until confirmation of the scanned documentation has been verified. Once verification has been confirmed Provider will properly destroy documentation following the required Mandatory Destruction Process in accordance with Federal and State law and policies. Records that contain confidential or sensitive information shall be destroyed through a bonded and insured document recycling vendor or by shredding in such a manner that the information cannot be read, interpreted or reconstructed. Failure to comply with the provisions of this subparagraph shall constitute a material breach of this Agreement, entitling MVD to disallow access to the MVD system for transaction processing or to pursue any of the remedies provided in Paragraph 12 below.

6.4.2 Provider shall be informed in writing of any deficiencies with applicable laws, rules, regulations and/or this Agreement that are determined to exist following an audit and/or inspection procedure. Within ten (10) business days Provider shall develop for MVD's review and approval a plan and a timeline to correct reported deficiencies. Failure to adhere to the MVD approved plan and timeline shall constitute a material breach of this Agreement, entitling MVD to disallow Provider's access to the MVD system for transaction processing or to pursue any of the remedies provided in Paragraph 12 below.

6.4.3 Provider shall inform all employees, agents and contractors in writing that they are authorized to report violations of applicable laws, rules, regulations, or conditions of this Agreement directly to the TFID of TRD.

6.5 INVENTORY AND SUPPLIES

6.5.1 Provider shall, at all times, maintain an accurate inventory of supplies and resources that have been provided by MVD as well as other MVD required resources. MVD shall provide a list of items to be inventoried by Provider, and a format for Provider to follow.

6.5.2 Provider shall initiate an investigation to determine the cause of each inventory discrepancy. A written report of inventory discrepancy investigations shall be submitted to the TFID and an MVD Deputy Director upon completion.

6.5.3 Provider shall maintain a record of ordered inventory, received inventory, inventory used, and inventory discrepancy reports. Inventory records shall be maintained on site and made available to Authorized MVD Representatives upon

request. Records shall be retained in accordance with Provider record retention requirements and/or MVD record retention requirements. In no case will records be destroyed without MVD approval.

6.5.4 Provider shall secure cash registers or locking drawers for operational funds and monies received.

6.5.5 Provider shall have a safe, lockable room, or secured locking cabinet for MVD inventory.

6.5.6 Provider shall immediately report the discovery of any theft, burglary, or loss of equipment or controlled documents or products to the appropriate local law enforcement agency and the Deputy Director of MVD.

6.5.7 Provider shall reimburse MVD for any loss of MVD inventory and agrees to reimburse MVD for any direct or indirect loss sustained as the result of such loss.

6.6 SECURITY

6.6.1 Provider shall implement a physical security plan for each business location that eliminates or reduces the potential for loss of MVD inventory or improper access to MVD data systems. The security plan shall at a minimum include the requirements in the “Mandatory Computer/Network Security Requirements.”

6.6.2 REPORTING AN INFORMATION SECURITY INCIDENT to TRD: An incident is any event that involves the real, suspected, or potential loss, disclosure, destruction, or modification of TRD’s information or information systems, including contamination of resources by computer viruses. Anything that constitutes a breach under state or federal law or regulation is considered an incident.

Every individual who accesses TRD’s information is required to report any incident or possible incident IMMEDIATELY upon discovery or as soon as the incident is suspected. Time is absolutely critical in reporting incidents, as TRD is required to meet very strict deadlines for reporting certain types of breaches – and the starting point of the timeline is when the incident is discovered. Incidents must be reported to the individuals listed below:

Contact Partner Management at:

Email: Pmu.mvd@state.nm.us

For Information Security Incidents immediately contact the TRD IT Support Team at:

Email: TRD.Support@state.nm.us

Phone: (505) 827-2281

Additionally, for unauthorized disclosures of TRD's confidential information immediately contact:

E-Mail: TRD.Disclosure@state.nm.us

Phone: (505) 827-2281

6.7 USER IDENTITY MANAGEMENT

6.7.1 Provider, and its Office Manager, Supervisor(s) and each employee of Provider who works on MVD matters shall be assigned a unique set of system access codes that identifies the User and the User's permissible actions within the MVD transaction applications. This assignment of codes shall be made by the Department upon completion of a request for a User ID by Provider upon the hiring of each individual employee of Provider. Provider shall ensure that access codes are properly used and secured. Provider shall immediately change codes upon notice from MVD.

6.7.2 Each Provider employee shall be assigned a unique password. Provider shall ensure that passwords are not shared among employees or disclosed. Upon an employee's separation from employment, Provider shall notify MVD in writing within eight (8) hours that the password can be deactivated by MVD. Any violation of this provision shall be grounds for suspension or termination pursuant to Paragraph 12 below.

6.7.3 Provider shall prominently display, on the premises and clearly visible to the public, a sign no less than two feet by two feet with the following language:

“Motor Vehicle Division services provided by this office are under an agreement with the Motor Vehicle Division of the Taxation and Revenue Department. Comments regarding service or other concerns should be directed to (Name of Provider's designee, address and telephone number) or to Director, Motor Vehicle Division, P.O. Box 1028, Santa Fe, NM 87504-1028, (505) 827-2296.”

7. RESPONSIBILITIES OF MVD

7.1 MVD shall provide access to Tapestry and all necessary controlled products and documents to enable Provider to perform those actions or transactions specified by this Agreement. Such products and documents may include, but are not limited to application forms, title documents, license plates and registration stickers. Such official products and documents specifically do not include customary office supplies and equipment, such as copy paper, pens, pencils, paper clips or tape and the like.

7.2 MVD shall promptly advise Provider of system/application down-time, whether scheduled or not, to the extent MVD has or obtains knowledge of such down-time.

7.3 MVD agrees to advise Provider in advance of any scheduled system enhancements

and/or software upgrades of which MVD is aware.

8. ELECTRONIC RECORDS AND ELECTRONIC REPORTING

8.1 Records are the property of MVD and shall be accessed by Provider and its employees for MVD business purposes only. For purposes of this Agreement, "records" means all documentation, regardless of physical form or characteristic, created in conjunction with the transaction of MVD business.

8.2 MVD shall make available to Provider direct access to Tapestry. Such access shall be strictly limited in scope to that information needed by Provider in the conduct of Provider's MVD related business. The information obtained through such access shall be used exclusively for the services covered by this Agreement, and Provider and its employees are prohibited from providing indirect access to Tapestry and from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.

8.3 Provider shall allow only authorized Users to access Tapestry and only to obtain information necessary to perform functions and duties of Provider. No other individual or entity shall access or otherwise utilize any information or data obtained pursuant to this Agreement for any purpose not permitted or authorized in writing by MVD. Information from the records or otherwise obtained in connection herewith shall not be provided to any individual, company, entity or agency without prior authorization in writing by MVD.

9. PROVIDER COMPENSATION

9.1 Provider is entitled to no compensation from MVD under this Agreement.

9.2 In addition to the fees established by statute for each service provided by Provider, Provider shall reimburse TRD a cost recovery fee of for each transaction or service provided by Provider and will be automatically remitted to MVD the day following the transaction. The cost recovery fee is not a charge by MVD or TRD to Company's customers and may not be described as such to Provider's customers. Any written communication to Provider's customers regarding the cost recovery fee must be approved by MVD. The current cost recovery fee is \$2.00 and is subject to change.

9.3 Notwithstanding anything to the contrary contained herein, Provider may assess its own fee for each customer transaction.

10. DISCLOSURE OF INFORMATION / CONFIDENTIALITY

10.1 During the term of this Agreement, and subsequent to any termination hereof, Provider, its employees, officers, or representatives shall not disclose, distribute, make available or utilize in any manner whatsoever, any information, data, records, secrets or confidential material which was obtained in the course of performing this Agreement.

10.2 Provider and its Users/employees shall not sell or disclose to any person, firm or

corporation, any information regarding the persons to whom license plates, decals, registrations, licenses or identification cards have been issued or any information of any kind tending to disclose the number thereof issued or the person(s) to whom the same were issued.

10.3 Provider and all Users are bound by and subject to the criminal sanctions for unauthorized disclosure of confidential information found in Section 66-2-7.1(B), NMSA 1978 and the civil sanctions found in the DPPA at Title 18 U.S.C § 2724, as such statutes may be amended or renumbered. Provider shall further require all Users to sign an acknowledgement form acknowledging that the User will be subject to criminal and civil sanctions for unauthorized disclosure as provided above.

11. TERM OF AGREEMENT

11.1 This Agreement shall be for a term of four (4) years with the option to automatically renew for four (4) additional years not to exceed eight (8) years total under this agreement commencing from the date when all required signatures and approvals are obtained and affixed hereto, unless a different date is specified.

11.2 Under this Agreement, the Provider shall upload and update /Insurance coverage and Business License information in their MyMVD account no later than thirty (30) days prior to expiration of Insurance and Business License and regardless of the expiration date, complete the annual recertification process in their MyMVD account and/or as determined by TRD/MVD.

12. SUSPENSION AND REINSTATEMENT; TERMINATION:

12.1 TRD, without preliminary hearing upon a showing by its records or other sufficient evidence may immediately suspend access to any MVD data for a period of time at the discretion of the MVD Director, for violation of any material condition or obligation under this Agreement, and any alleged violation of the Motor Vehicle Code and associated MVD rules and regulations, the timely processing of MVD transactions and required remittance of MVD or TRD fees. If the Provider believes that suspension is inappropriate, the Provider may appeal the suspension in writing to the MVD Director within three (3) days of the suspension, but any such appeal does not stay the suspension. The director's decision on the appeal will be final.

12.2 Either party may terminate this Agreement without cause upon thirty (30) days advance written notice to the other. By such termination, neither party shall be excused from responsibilities or obligations incurred or to be performed prior to the notice date of termination.

12.3 MVD may terminate this Agreement immediately upon determining that the Provider or any of its employees, agents, contractors or representatives has:

12.3.1 Falsified any record or information pertaining to this Agreement.

12.3.2 Committed an act or omission that compromises or has the potential to compromise the integrity of TRD operations or systems.

12.3.3 Issued, written or produced any form of payment to TRD and said payment is returned or denied payment by any banking or credit institution, unless caused by an inadvertent error or created by a third party which is not the fault of the Provider.

12.3.4 Failed to timely remit mandatory scanned supporting documentation for processed transactions and TRD fees collected.

12.4 If this Agreement is terminated, Provider shall surrender to MVD all official records, forms, documents, supplies and equipment furnished by MVD, including the deletion of software and otherwise disabling equipment to the extent needed to ensure MVD security, that are in its possession within two (2) business days after termination date of the Agreement.

12.5 The Provisions of paragraph 12 are not exclusive and do not waive TRD's other legal rights and remedies caused by the Company's default/breach of this Agreement, including referral to appropriate law enforcement agencies for criminal prosecution.

13. INDEMNIFICATION AND ATTORNEYS FEES:

13.1 TRD shall not be responsible for any omissions, additions or errors in the records furnished by TRD or for any use or misuse of such records or the information contained therein by Provider, its employees, agents or contractors.

13.2 Provider agrees to assume all risks and to indemnify and hold harmless the State of New Mexico, New Mexico Taxation and Revenue Department, MVD, their officers, agents and employees from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including without limitation, costs, attorney's and witness' fees and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to or destruction of any property and from any other liability of any nature whatsoever arising out of or in connection with the performance of duties required by this Agreement or the non-performance thereof, or resulting from any act or omission of Provider, its officers, agents, contractors, or employees, whether or not authorized or agreed to by Provider.

13.3 In no event shall TRD or its employees be liable to Provider for any direct, indirect, or consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, power failures, equipment or software failures, nuclear accidents or other disasters, nor for interruption in systems service for such reasons as repairs or upgrades.

13.4 TRD and its employees shall not be liable for any claims of any nature against Provider by any party arising from any failure of Company to transmit or interpret the record access information accurately.

13.5 In the event that any action is filed by either party in relation to this Agreement, the Provider, if unsuccessful, shall pay to TRD a reasonable sum for TRD's attorney's fees in addition to all other sums the Provider may be required to pay.

14. INSURANCE

14.1 Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or in connection with activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.

14.2 Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage for cybersecurity events such as hacking, ransomware, or other malfeasance by outside actors. and for the restoration of the MVD Tapestry system in event of a system compromise, failure or take-over.

14.3 Provider agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If Provider fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by MVD.

15. EMPLOYMENT STATUS

15.1 Provider, its officers, agents, representatives and employees are independent contractors performing services for MVD under this Agreement and are not employees of the State of New Mexico.

15.2 Provider, its officers, agents, representatives and employees shall not accrue leave, nor be eligible for retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

16. ASSIGNMENT

16.1 Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement.

17. SUBCONTRACTING

17.1 Provider shall not subcontract any portion of the authorized services to be performed under Section 3 of this Agreement.

18. NOTICES

18.1 All notices or demands upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be faxed, emailed, delivered in person or sent by mail.

18.2 Provider designates the following individual at the following address to be its representative to receive written notices and communications which are provided under this Agreement:

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____

Phone: _____ Fax: _____

18.3 Provider shall notify the MVD Deputy Director in writing thirty (30) calendar days prior to any change in either Provider's mailing address or Provider's designated contact person.

18.4 MVD designates the following individual at the following address to be its representative to receive written notices and communications which are provided under this Agreement:

Title: Bureau Chief, MVD Partner Management

Address: Motor Vehicle Division

P.O. Box 10168

Santa Fe, NM 87504-10168

Email: pmu.mvd@state.nm.us

Phone: (505) 827-0722 Fax: (505) 476-1707

18.5 Provider shall keep MVD informed in writing of its current emergency notification address and telephone number where Provider may be contacted in the event of an emergency. MVD shall provide similar information with regard to the MVD contact.

19. DISPUTES

19.1 In the event of a breach, the remedies of the parties are defined by the terms of this Agreement. Provider's sole remedy is specific performance on the part of MVD.

19.2 Venue of any lawsuit filed by either party against the other arising in whole or in part out of this Agreement shall be in District Court, County of Santa Fe, State of New Mexico.

19.3 Disputes between Provider and members of the public concerning Provider's denial of or failure to either allow or deny any license, permit, placard or registration provided for under the Motor Vehicle Code, shall be handled by MVD in accordance with Section 66-2-17, NMSA 1978 and customers shall be so informed as necessary.

20. SEVERABILITY

20.1 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

20.2 MVD shall have no liability to Provider on account of this Agreement being held invalid or unenforceable, in whole or in part.

21. AMENDMENT

21.1 This Agreement may be modified or amended, but only if the amendment is made in writing and is signed by both parties.

22. MISCELLANEOUS

22.1 This Agreement and attachments referred to herein, incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement.

Signature page to follow

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution

by:

STATE OF NEW MEXICO
TAXATION AND REVENUE DEPARTMENT

...

By: _____ Date: _____
Stephanie Schardin Clarke
Cabinet Secretary
Taxation and Revenue Department

By: _____ Date: _____
Mike Baca
Chief Information Officer
Taxation and Revenue Department

By: _____ Date: _____
Stephanie Schardin Clarke
Interim Motor Vehicle Division Director

By: _____ Date: _____
Regina Ryanczak, Bureau Chief
Legal Services Bureau

PROVIDER

By: _____
Authorized Signatory Signature

Print Name: _____

Title: _____ Date: _____

Acknowledgment

MVD MISSION AND CORE VALUES

MVD Mission:

Outstanding service to the motoring public- every customer, every transaction, every time.

MVD Vision:

National excellence in motor vehicle services and operations.

MVD Core Values:

- To take care of our customers by taking care of our staff.
- To provide a supportive and professional work environment with a focus on teamwork, documented policies and procedures, accountability, person responsibility, employee development, and good communication.
- To provide quality customer services that is consistent, timely, accurate, confidential, efficient, and professional.
- To value our customers' time by minimizing field office, wait times, and by providing alternative service delivery channels which eliminate the need to wait in line.
- To minimize fraud and opportunities for identity theft.
- To meet state and federal requirements with budget parameters.

Provider's signature

Date

Supplemental Requirements

This section contains information detailing requirements necessary to provide transaction in compliance of this Agreement. The items included in this supplemental information section are required for compliance by the Agreement but are subject to change at any given time and from time to time as determined by ongoing factors such as technological changes including hardware and software updates, increased risk, information necessary to update account and needs as determined by the Department, TRD, MVD. Changes in this section will not require an amendment but notification of updates will be provided.

In this section:

Mandatory Insurance Requirements
Mandatory Computer Requirements
Mandatory Minimum-Security Requirements
Mandatory Supporting Documents
Final Steps

MANDATORY Insurance Requirements

In addition to requirements specified elsewhere in the Motor Vehicle Service Provider Agreement, the Partner shall provide to the New Mexico Motor Vehicle Division a certificate of insurance (COI) showing the issuance of an insurance policy with the required uniform endorsement by a company authorized to transact insurance business in New Mexico for each listed item in Table 1- Coverage Type Requirements below. The insurance policy(s)/bond(s) shall be continuous and **shall name the New Mexico Motor Vehicle Division, PO Box 10168, Santa Fe, NM 87504-10168 as named insured.** Required coverage and amounts are subject to change as determined by TRD/MVD.

Table 1 – Coverage Type Requirements

Item	Description	
1.	Mandatory Requirements	
	Coverage Type (Per Incident / Per Location)	
	Commercial General Liability	\$500,000.00
	Professional Liability (Errors & Omissions (E&O) or Wrongful Acts)	\$500,000.00
	Fidelity	
	Employee Theft/Dishonesty	\$500,000.00
	Forgery or Alteration	\$500,000.00
	On Premises	\$500,000.00
	In Transit	\$500,000.00
	Money Orders & Counterfeit Money	\$500,000.00
	Computer Crime	
	Computer Fraud & Electronic Data Restoration Expense	\$500,000.00
	Cyber Security- Liability Coverage	\$500,000.00
	Funds Transfer Fraud	\$500,000.00
	2.	<p>Vehicle insurance required for Skills Testing (behind the wheel). Provider is responsible for ensuring that the vehicle being used for testing is covered by the New Mexico mandatory insurance coverages. It is also the responsibility of the Provider to ensure that the skills exam provided is completed in the proper vehicle with the proper equipment. Example, if the individual requires an interlock device, the vehicle must be equipped with a working interlock device. TRD and its employees shall not be liable for any claims of any nature against Provider by any party arising from any accidents or misconduct including injury, loss, death, and/or damages on any claims for any reason.</p>
3.	<p>VIN Inspection Bond VIN Inspector Bond of \$30,000 per VIN inspector required, unless the VIN inspectors being used are already under the blanket coverage of the corporation in which case the Partner shall provide a policy showing proof of coverage for any and all VIN Inspectors covered. NOTE: Any Partner performing VIN inspections must also possess a Business License, and a NM CRS#.</p>	

Mandatory Computer Requirements

Item	Description
1	Local Scanning Hardware/Software (1) Required per agent <ul style="list-style-type: none"> • Scanner-Fujitsu 7160 (Model FI-7160)-captures documents • Licensing/Subscription for EMC CWC (projected cost \$500/yr)
2	Workstation for each employee simultaneously accessing Tapestry <ul style="list-style-type: none"> • Intel Core i5 or higher • 8GB RAM or higher • Integrated Graphics • At least one VGA port and another video port for sending video signals to support dual monitors (Examples-VGA +Display Port, VGA+DVI, VGA+HDMI, VGA+VGA) • 500GB hard drive or higher • Minimum 6 USB ports • Minimum OS Win 10 – 64bit • Internet Explorer 11, Chrome, Edge • Adobe Acrobat Reader Monitor – 17” or larger Mouse Keyboard
3	Printer- Lexmark 752 or Lexmark MS521 or equivalent
4	PARTNER must supply their own POS hardware and software. No Partner will use Tapestry POS hardware or software.
5	Minimum bandwidth connection to Internet <ul style="list-style-type: none"> • 1 - 4 Person Office: 20 Mbps • 5-10 Person Office: 40 Mbps • 10-20 Person Office: 80 Mbps
ADDITIONAL REQUIREMENTS NEEDED – Partners Qualified to Produce Credentials	
1	ELO E432532 12” or 15” ET1517L Dark Grey LCD Touchscreen Monitor- Any applications/signature processing and voter registration <u>Recommending Part 15” # E344758 - ET1517L-8CWB-1-BL-G</u> <u>(Intellitouch, antiglare</u> For mandatory electronic Voter Registration
2	TRD-specified Camera Station-Partner will purchase directly and sign a 3 rd party contract with MVD approved vendor. Includes cost for hardware, software, maintenance and support for each camera kit. The initial price per unit would include one year of maintenance and support. Lease option may be available. Estimated cost \$8950 and is subject to change.
3	TRD-specified Eye Testing Machine(s) -Optec 1000 DMV Vision Screener

Mandatory Minimum-Security Requirements

In addition to Security Requirements listed in the Agreement, Partner must also comply with the following Mandatory Minimum-Security Requirements.

Partners Approved for Driver and or Vehicle/Vessel Services Only	
Item	Description
1	A Separate, unique email box and unique phone or electronic device for each Partner employee performing Tapestry transactions. Sharing or disclosure of user IDs or logon credentials is PROHIBITED.
2	Any computing devices connected to MVD systems must at a minimum have up-to-date system updates and antivirus/antimalware installed, full disk encryption is also recommended. The use of removable media is prohibited unless approved by MVD and should be encrypted*. Further instruction for implementing minimal required security controls can be found here: http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf Definition of removable media - USB port devices (external hard drive), Compact Discs (CDs), Digital Versatile Discs (DVDs), USB flash/thumb drives, handheld wireless devices, media device, camera, audio recording device, and any other existing or future mobile storage device. *Documentation on encryption standards can be found at: http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf
3	Any computing devices including partner networking devices (routers, switches, firewalls) used for connecting to MVD System such as Tapestry must use strong, complex password including one capital, one number, and one special character. Default, simple out of the box passwords should be changed or disabled.
4	When a device with a hard drive or other storage medium including copier/scanner is no longer needed, the data contained is to be deleted and the storage medium destroyed. Guidelines on how this removal can be accomplished can be found at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf This process should be documented and reported to MVD.
5	Any sensitive PII obtained under this contract shall be removed from the Partner-owned information technology assets upon termination or expiration of the Partner agreement. Guidelines on how this removal can be accomplished can be found at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf This process should be documented and reported to MVD.
6	The Partner agrees that in the event of any actual or suspected breach of PII (i.e. loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic.) will be reported within 24 hours of its discovery to MVD and to TRD CIO & CISO per section 6.6.2.
7	The Partner should ensure any computing devices connected to MVD system such as Tapestry should be physically secured to prevent unauthorized removal or theft.
8	Partners must not email Personally Identifiable Information (PII) to prevent disclosure.
9	Users must not save their password in the Internet Web Browser.
10	The provider must develop and implement a process to ensure that security and other applications software are kept current including but not limited to web browser, virus protection, and operating system.

Mandatory Supporting Documents

Authorization Agreement for Direct Deposit (ACH Debits)

I (we) hereby authorize NM Taxation and Revenue Division/Motor Vehicle Division (Company) to initiate debit entries from my (our) Checking account indicated below (this includes my authorization to you to reverse any entries made in error).

Account Number: _____

Transit/ABA Number: _____

Financial Institution Name: _____

Financial Institution Address (City/State/Zip) _____

This authorization is to remain in effect in full force and effect until Company has received written notification from me of its termination in such time and such manner as to afford Company a reasonable opportunity to act on it,

Name on Account: _____

Please Print

Field Office or Business Name: _____

Authorized Signer (please print name): _____

Signature: _____ Date: _____

Mandatory Supporting Documents

In addition to Document Requirements listed in the Agreement, a Criminal History Questionnaire and Employee Background Authorization Form must be completed for every employee of Partner. Both documents shall be provided to MVD prior to employment and a copy shall be maintained in the Partner's employee files, on premises and will be available for immediate review upon request.

Criminal History Questionnaire

Employee Name _____ Date of Birth _____ SSN: _____

1. Have you ever been convicted of a felony? Yes Date(s) _____ No

Please Explain if yes:

2. Have you ever been arrested for a DWI/DUI? Yes How many times? _____ No

3. Have you ever been convicted of a DWI/DUI? Yes How many times? _____ No

Please provide the location of the conviction(s); date of conviction(s); and the sentence(s) imposed (including deferred sentence(s) or conditional discharge(s)):

Location	Date of Conviction	Sentence Imposed

4. Have you lived outside of New Mexico within the last 5 years? Yes No

Please provide city, state and address if yes:

City	State	Address

5. Have you ever worked for MVD, TRD, Other state government agency, MVD Partner Office, Dealer, title service company or any other MVD related business? Yes No

Please provide the Name of Business/Bureau, location of business and dates of employment if yes:

Business Name/Bureau/Agency	City/State	Dates of employment

6. Have you ever been terminated from employment or received disciplinary action? Yes No

If yes: please provide reason for termination/disciplinary action including the business, location and date of termination/disciplinary action:

Date of termination	Business name/location	Reason for termination

Employee Background Authorization Form

I, _____ Social Security Number _____

(Please Print Applicant's name)

- Understand that evaluative steps may be taken, or documents secured that obtain information as to my character, work habits, academic and job performance, experience, and separation from prior employment;
- Authorize investigations concerning motor vehicle licensing, operation and payment history, New Mexico State tax filing and payment history, and criminal background from various private and public sources and records;
- Understand the Federal Bureau of Investigation (FBI) will conduct a criminal history review if my position has any motor vehicle related activity, that handles or has access to driver's license records;
- Authorize and release from all liability, without reservation, any law enforcement agency, administrator, state or federal agency, institution, information service bureau, past and present employers, employee, person or persons gathering or furnishing the above mentioned information, from all claims or actions for loss, liability, damages or expense which may hereafter arise from the disclosure of information pursuant to this authorization, and;
- Understand should any background investigation disclose misrepresentation or falsification, I will be removed from consideration for access to any motor vehicle related activity including but not limited to, MVD system access, MVD customer and confidential information.
- Understand that if a criminal history is not within the limits set by the REAL ID ACT, I will be removed from consideration for access to any motor vehicle related activity including but not limited to, MVD system access, MVD customer and confidential information.

Applicant's Signature _____ Date _____

Final Steps

Agreement Checklist

- Print TWO (2) copies of the ***entire*** Partner Agreement.
Both copies are original, and both must be completed in blue ink.
 - Complete 18.2 on page 15 of the Partner Agreement on both (2) copies
 - Complete and sign Provider section of page 17 of the Partner Agreement on both (2) copies
 - Sign and date Acknowledgement on page 18 on both (2) copies
 - Complete page 23 under Additional Documents Required for each location.
 - Complete page 24 ACH Debit Authorization
 - Complete pages 26 and 27 for each employee to be submitted with access request.
-

Additional Required Documents

These documents are not in this packet but are required to be submitted with this packet. You can find the information for the vendor support and scanner software agreements under the “Dealers/Recycler/Partner” tab at the MVD website <http://www.mvd.newmexico.gov/> :

- Include a copy of Help Desk/Desktop Support Agreement.
 - Include a copy of the receipt of purchase of scanner software license(s).
-

COMPLETED DOCUMENTS

PLEASE NOTE: All of the documents and Partner Agreement must be submitted as one complete package to be considered for review. Please read and follow all instructions completely. Failure to send all items as one full complete package will result in delay or non-processing of your agreement. Thank you.

- Return all completed forms and Partner agreement (2) copies by regular mail to:

MVD Partner Management
P.O. Box 10168
Santa Fe, NM 87504